

Lobster.

The full English mobile

Terms and Conditions

The legal bits and bobs

Effective from 1 April 2021

Lobster

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Registered Company: B87836607

The legal bit

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General Terms and Conditions

For the Provision of Mobile Electronic Communications Services

1. PURPOSE

By way of this contract of indefinite duration, Zinnia Telecomunicaciones SLU, a company operating under the trade name "Lobster", with tax ID no. B87836607 and registered address at María Tubau, 3, Planta 5, Módulo C, 28050, Madrid (henceforth "Lobster"), shall provide the Customer with mobile electronic communications services, including telephony and internet access, and when relevant, electronic communications and value-added services as requested by the Customer (the Service).

The Customer may only use the Service in the capacity of end user, and is therefore not authorised to re-sell the telephone traffic or market or grant the Service to third parties.

The Customer, having sufficient legal capacity to legalise contractual documents, acknowledges that they have been informed of and accept (i) the general Terms and Conditions, (ii) the portability Terms, (iii) the Special Terms for the agreed tariff (considered together as the "Contract").

2. GENERAL FEATURES OF THE SERVICE

2.1 Description of service

Using the agreed Service, the Customer may make and receive telephone calls, send and receive messages (SMS), send and receive electronic communications, access the Internet, enjoy a series of complementary facilities (including, for example, a voicemail service), and/or access certain premium rate third party services. To access the Service, the Customer should use a mobile device compatible with the Service. The Service shall include a telephone line, identified by a number attributed to mobile communications services in Spain.

2.2 Activating the service

The Service will be activated once the Customer has proved their identity by showing a valid identification document and has received or acquired the SIM card. If the Customer has requested that their number be ported, the Service shall be activated once the previous terms have been met and the number has been successfully ported.

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Lobster reserves the right to limit the maximum amount of lines and/or cards associated with a single Customer.

2.3 SIM card

When the Service is activated, the Customer will receive:

- A SIM card, property of Lobster, which the Customer should insert into a compatible telephone handset. Lobster may replace the SIM card at any time for technical or operational reasons.
- A Personal Unlocking Key ("PUK"). The Customer should keep their PUK code secret.

All communication made through the SIM card will be considered to be made by the Customer or with their consent, and the Customer is therefore liable for the same. Lobster shall not assume any liability whatsoever for the loss, damage, theft, or misuse of SIM cards or PUK codes, and it shall be the Customer who responds to all traffic and use thereof.

In the event of theft or loss of the SIM card from the device into which it was inserted, loss or theft of the associated security codes, or if the Customer becomes aware, or notices signs, of unauthorised use of the same, the Customer should immediately inform Lobster, by calling Customer Services. Lobster may request that the Customer provides the corresponding police report reference if it deems this appropriate. Once it has received the above communication, Lobster will deactivate the Service and, at the request of the Lobster, provide them with a new SIM card and/or security code, with the Customer bearing the costs of the replacement. Likewise, if the Customer requests a duplicate SIM card for any reason not attributable to Lobster, the Customer shall bear all the applicable charges and/or costs of the delivery. Replacement SIMs required for any reason attributable to Lobster shall be sent without the Customer incurring any charge.

The Customer may use the SIM card exclusively to access the Service, and only during the period in which the Service remains active, in accordance with the Contract provisions.

2.4 Unauthorised devices

It is expressly forbidden to use the Service on any machine or device that is not appropriate for the Service, or on any that permit fraudulent or illegal acts or practice contrary to the spirit of the Contract (including any system that involves the concentration, transformation, or conversion of calls or traffic, disproportionate or unusual billing, etc.).

2.5 Fair usage policy

The Customer agrees to use the Service fairly and appropriately, for personal use only, and is forbidden from reselling or marketing said Service.

Unfair or excessive usage is defined as consumption that exceeds:

- 20 times the average use of minutes in a 28 day period by an end user; and/or
- 150 different telephone numbers in the same period.

Plans with inclusive "unlimited" calls will permit unlimited calls to those destinations providing that the user respects the tariff policy forbidding unfair or excessive usage.

The Customer shall use the Service appropriately, not using it for illegal or abusive purposes, including but not limited to the following: (i) any violation of third party rights; (ii) changes or interventions through fraudulent means of web pages, emails, or systems, belonging to other users or third parties, without their authorisation; (iii) sending messages using a false identity and/or masking the origins of the message in any way; (iv) sending unsolicited emails after having been expressly requested not to do so by the recipient, or without their prior explicit authorisation; (v) sending bulk and/or repetitive electronic communications (spam); (vi) publishing, disclosing, sending, announcing, or distributing directly or through links any material, item, or data containing illegal, obscene, pornographic, violent, abusive, defamatory, xenophobic, degrading, or deceitful content in breach of the law, or publicly-accepted morals or behaviour, which may induce or excuse dangerous, violent, risky or harmful practices, which may be protected by third parties' intellectual and/or industrial property rights, or which may violate their rights to personal and family privacy and/or their right to their own image, unless the Customer has obtained prior written, legal authorisation from the owner.

Use of the Service is forbidden:

- For commercial purposes including, in particular, resale or distribution of the service
- On equipment such as for example (but not limited to) baby monitors, on walkie-talkie mode, etc.
- On any device other than a mobile telephone (for example phone switchboards, SIM boxes, call shops or other elements used for the concentration of telephone traffic, involving bulk calls, simultaneous calls, or call forwarding)

Breach of the previous terms for fair use, and any illegal, fraudulent, or abusive usage will cause Lobster to immediately suspend the Service. If the Customer does not prove legitimate usage within a 48 hour period of having been suspended, via email to help@lobster.es, Lobster may permanently suspend the Service and terminate the Contract. The previous measures do not give rise to any compensation whatsoever for the Customer, and they do not harm Lobster's right to undertake the relevant legal action in defence of its interests.

2.6 Specifications of Pay As You Go ('PAYG') mobile service

The PAYG Service will be activated once the user inserts the SIM card. In accordance with Law 25/2007 on the Retention of Data relating to Electronic Communications and Public Communication Networks, the name, surnames, nationality, number, and identity document type provided by the Customer, as part of the process of acquiring the PAYG SIM card, will be stored in a Registry (Clause 15) for the specific time needed to comply with the provisions of said law.

3. PRICE, BILLING AND PAYMENT

3.1 Prices and tariffs

The Customer should pay the prices corresponding to the Service provided, in accordance with the agreed offer and other applicable specific terms, offers, or promotions. The Customer has been duly informed of the fees associated with the Service and the rules applicable thereto, having had access to them via the Lobster website www.lobster.es or having been informed of them at the point of signing the Contract. These can all be consulted at the Lobster website, www.lobster.es, or through Customer Services, by calling 711 (only for calls from the Lobster network) or +34 711000711.

3.2 Roaming service

Lobster's roaming service allows the Customer to make and receive calls, send SMS and browse the internet when they are outside Spain or Gibraltar, using a distant operator's network.

The Customer should pay the amounts due for calls made, received and diverted; SMS sent, and data connections made abroad (outside of Spain or Gibraltar), in accordance with the charges or prices of the applicable roaming service at that time. These are shown on the

Lobster website www.lobster.es. To enjoy international roaming, the service must be available in the country being visited. The roaming Service can be disabled at any time by calling Lobster Customer Services. EU regulations on surcharge-free roaming ("roam like at home") allow mobile communication services to be accessed in any country within the European Economic Area ("EEA"), which includes the European Union, Iceland, Lichtenstein, and Norway, without incurring additional roaming charges, subject to the fair usage policy defined by the European regulation. These regulations are applied to calls made from or received to mobile and fixed telephones, text messages (SMS) sent, and data services used within the EEA. In accordance with these regulations, Lobster will apply the same terms and conditions to the above communications as the Customer has agreed to on their tariffs and offers within Spain, for use throughout the EEA, providing that the Customer is habitually resident in Spain or has stable connections, meaning they are frequently and significantly present within Spain, and within the limits of fair usage. The following objective indicators of abusive or unusual use of the roaming service are taken into account to define fair usage limits:

- Non-existence of residence or stable connection of the Customer to Spain (Lobster may request documentary proof).
- Long periods of inactivity of a SIM card together with significant or exclusive use on roaming.
- Sequential activation and use of roaming on multiple SIM cards by the same Customer.
- When it is observed over a minimum period of 4 months that usage and stay by the Customer in other countries exceed their usage and stay within Spain.

If abusive or unusual usage is detected, based on the previous indicators, Lobster will contact the Customer to inform them of the situation. The Customer will have 15 calendar days from the notification to modify their usage habits and/or demonstrate the existence of stable connections to Spain. If this does not happen, Lobster will apply a charge equivalent to the maximum price of the agreed domestic tariff, plus a penalty equal to the maximum wholesale price of the roaming services approved by the European regulation, for any usage of roaming services in the EEA deemed to have been in breach of fair usage. The penalty will cease to be applied once the Customer proves that they have ceased their pattern of unfair usage, using a minimum period of a further 4 months for analysis. None of the above shall harm any further rights Lobster may have to assist it in cases of fraud.

The customer may contact Lobster in accordance with no. 5 of the General Terms, below, to resolve any query, or to consult or lodge a complaint relating to the application of the items set out herein.

Roaming data limits within the EEA: For cases when the tariff unit price for mobile data services is less than the wholesale data roaming price defined by the European regulation (article 12 of Regulation (EU) 531/2012), Lobster may limit roaming data usage within the EEA at the domestic tariff, as a minimum, to double the volume obtained by dividing the equivalent monthly tariff domestic price, excluding tax, by the maximum tariff for wholesale roaming data regulated by the EU at that time.

To help the Customer control their roaming costs, whether inside or outside the EU, Lobster will provide the option of choosing a spending limit for roaming data costs from the levels established by Lobster, by contacting the Lobster Customer Services number. If the Customer does not choose a different limit, the default limit of fifty (50) Euros per billing cycle will be applied. An appropriate notification will be sent to the Customer's mobile device once roaming data services have reached 80% of the applicable spending limit, unless the Customer explicitly and unambiguously states that they do not wish to receive such notifications, and except in cases when the network operator in the visited country outside the EU does not permit Lobster to control use of the service by the Customer in real time. In the latter scenario, the Customer will be appropriately informed that they will not have access to information on their usage and neither will they have any guarantee that they will not exceed the chosen or default limit.

Premium rate services / international communications. The Customer should pay for calls to premium rate numbers, or international destinations, in accordance with the applicable prices at that time. These can be found on the Lobster website, www.lobster.es and/or by contacting the content provider at the time of subscribing to the premium rate service. However, the Customer may exercise their right to disconnect those services, as set out in clause 7 of these General Terms and Conditions.

Calls to emergency services. The Customer will be able to access the emergency services completely free of charge. All calls to 112 will be free of charge, as will calls to other short codes assigned to the emergency services. In compliance with current legislation, information about the location where every call to the above emergency services is being made will be available to the authorities providing said services.

3.3 Plan, Account, Available Amount and Top Up

Plans. The tariffs offered by Lobster include Plans, consisting of a services bundle (voice, SMS and data) whose allowance and features are defined in the offer agreed by the Customer. The agreed tariff will be active from the date of the corresponding payment (tariff

start date), until completing a period of 28 days (end date). Any inclusive allowance not used during the associated term will not be refundable or carried over.

Payment methods. The Customer can choose between two (2) payment methods for Plan instalments: automated or manual.

- For the automated method, Lobster will charge the fee for the term established in the tariff to a bank card previously provided by the Customer, unless the Customer advises Lobster that they wish to choose a different payment method from those commonly used for commercial transactions. The Customer guarantees that they are the owner of the bank card whose details they have given to Lobster. Likewise, the Customer authorises Lobster to charge the Plan fee to the card.
- For the manual method, the Customer can use one of the payment methods they have been provided with by Lobster from among those commonly used for commercial transactions. Information on the payment methods made available by Lobster is shown on the website www.lobster.es. The Plan start date will be the date when the instalment was paid.

Billing. Lobster will bill the Customer for the agreed Plan billing cycle, which will be available in electronic format via the personal Customer Area of the Lobster website. The Customer may request paper receipts at any time by calling the Lobster Customer Services number and paying the fee that they advise for the service.

Receipts will itemise the agreed services for the billing period, plus any discounts or promotional offers applied by Lobster, and any legally required taxes. Free calls by the Customer will not be itemised. In addition, the Customer may request non-itemised billing and that separate breakdowns be issued for premium rate services.

The Customer will also have access to the itemised information by using the personal Customer Area on care.lobster.es.

Plan start date. The Customer can decide to bring forward the start of the Plan by paying the Plan instalment. The new start date will correspond to the date on which the Customer has made the payment. If the Customer chooses to bring forward the start of the Plan by paying the corresponding instalment, any remaining inclusive allowance will not be refundable and will not be carried over into the new Plan.

If the Customer uses all their inclusive data from the active Plan before the end date, the data traffic service will be automatically deactivated. The Customer may reactivate the service by purchasing one of the data bolt-ons offered by Lobster, or by renewing or contracting a Plan, which, as indicated above, can be done at any time.

Use of any services not included in the agreed Plan will be paid by the Customer through separate plan Credit. The prices applicable for these services will be communicated to the Customer at the point of signing up to the Tariff.

Changing Plan. The Customer may change their Plan at any time and without any cost whatsoever. The change of Plan will only apply from the time when the corresponding instalment is paid. If the Customer selects the automated recurring payment method, they can change the Plan at any time by notifying Lobster by calling 711 for Customer Services, or through their personal Customer Area and selecting a new Plan. If the Customer selects the manual payment method, the Customer should select the corresponding new Plan at the point of paying the Plan instalment. For both methods, any inclusive allowance not used during the associated term will not be refundable or carried over to the new Plan.

Plan Credit. The Customer will have a Credit wallet associated to their account, which they can use solely for calls and services not included in the Plan. The applicable fees for the Customer using these types of services will be withdrawn from the available Credit associated with the Plan. The fees will be published on the Lobster website www.lobster.es. It will necessary for there to be sufficient credit available in the Credit Wallet to cover the requested usage. If the Customer starts to use these particular services and the available Credit runs out, the service will be immediately suspended.

To use the Credit Wallet it will be mandatory for the Customer to have an active Plan; meaning that they have paid the corresponding instalment. Therefore, if the Customer does not have an active Plan, they will not be able to use the available credit in their Credit Wallet. Once the Plan fee has been paid, the credit available in the Credit Wallet will be unblocked.

The Customer can see up-to-date information on the availability of credit in their Credit Wallet through their Customer Area on the Lobster website www.lobster.es, on the Lobster mobile app, by calling Customer Services, by keying *100# on their handset, or by using other methods that may be made available to them.

If the Service is suspended due to reasons set out in the Contract, the Customer will have a period of one month from the time of suspension to request the return of the available credit in their Credit Wallet. This request should be addressed to Lobster Customer Services by any of the established means.

Top Up. The Customer can increase the available credit in their Credit Wallet by topping up the amount at any time, as long as the Service remains active. For this, the Customer can use one of the payment methods they have been provided with by Lobster from among those commonly used for commercial transactions. Information on the payment methods made available by Lobster for topping up is available on its website www.lobster.es. Lobster is not liable for any errors made by the Customer when entering their data into the top-up function. The fee for the top up into the Credit Wallet will be included in a receipt issued by

Lobster and the receipt will be available in electronic format through the personal Customer Area.

The amount of each top up made by the Customer will be a minimum of €5 and maximum of €20 (including tax).

Itemised information. The Customer may access itemised information relating to use of the Service (calls, messages and/or data connections) through the Customer Area on www.lobster.es. The information provided will necessarily vary depending on the fees of the services provided. This is without prejudice to the Customer's right to not receive said itemised information if they request as such through Customer Services.

3.4 Special terms for data bolt-ons

Lobster makes data bolt-ons available to its customers. These bolt-ons will only be available for purchase by Customers with an active Plan. The bolt-on will be active as soon as the Customer pays for it. The bolt-on will expire at the same time as the Plan that is active at the time of purchase. Any inclusive data allowance not used during the associated term will not be refundable or carried over.

4. SUSPENDING THE SERVICE

4.1 General

Lobster may temporarily or permanently suspend the Service agreed by the Customer in accordance with the Contract, or by legal or administrative order by an entity legally capable of doing so.

Likewise, Lobster reserves the right to temporarily or permanently suspend the Service, with immediate effect, in the event of fraudulent and/or illegal practices, or illegal usage of the Service, or where there is reasonable and justifiable risk of said conduct taking place, without the aforementioned suspension generating any compensation whatsoever for the Customer, and without prejudice to the exercise of any legal actions corresponding to Lobster. The above right may be exercised not only with regards to the affected line, but also any others that may belong to the Customer, if deemed appropriate to the circumstances of that case.

In the event of permanent suspension of the Service for any of the causes set out in the Contract, the Customer may restore their number within thirty (30) days (the "holding

month") under the established legal terms. However, this is under the understanding that, in the case of fraud, the Customer may not request the service to be reactivated by Lobster. Once the holding month is over, the Customer may not restore their number.

For reasons of public security, Lobster shall be authorised to provisionally deactivate the Service if for any reason the personal data obligatorily provided at the point of acquiring the SIM card are found to be unreliable or manifestly false. In the latter case, Lobster will permanently deactivate the line if it does not receive the requested data within the period and in the manner indicated in the communications sent to the Customer regarding the issue.

In the case of permanent suspension of the Service for any of the cases detailed in this Clause, the Contract will be automatically terminated.

4.2 Temporary or permanent suspension

If the Customer does not renew or agree a new Plan during the 30 days following the termination of their last active Plan, Lobster shall be authorised to suspend any use of the Service that incurs charges to the Customer (in particular, outbound traffic and inbound roaming traffic), excluding calls to the Emergency Services or Lobster Customer Services. During this period, the credit available in the Credit Wallet will be blocked and will not be available for use. During these 30 days the Customer will have the opportunity to reactivate the full Service and unblock the available credit, by renewing or agreeing a new Plan through any of the methods indicated in the Contract. Alternatively, once the 30 days are over, Lobster may suspend the Service for the next 11 months, except for calls to the Emergency Services. In this period, the Customer can restore the full Service by paying for a Plan. Once these additional 11 months are over and the customer has not acquired a Plan, the Service will be permanently suspended by Lobster. The Customer will have a period of 1 month from this permanent suspension to request the return of the available credit from their Credit Wallet.

4.3 Temporary suspension of Services at the Customer's request (SIM-Parking)

The Customer will have the right to temporarily suspend the agreed Services (SIM-Parking) for a period of no longer than twelve (12) months per calendar year. To activate the temporary suspension service, the Customer should communicate with Customer Services or activate it through their personal Customer Area. Temporary suspension means that the Service is deactivated. Therefore, for the relevant period, the Customer will not be able to use the Service to make or receive calls, send or receive SMS or use the data service, whether

or not that traffic incurs a cost for the customer. During the suspension period, the instalment associated with the selected Plan will not be charged to the Customer.

If, at the point of applying the temporary suspension at the Customer's request, the Customer has an active Plan, when the Plan is restored, it will be at the same status as it was when the suspension was started. Therefore, the number of days left on the Plan will remain, calculated from the day on which the suspension was started, until the date it ended, and the inclusive allowance that has not yet been used.

To reactivate the service and cancel the temporary suspension, the Customer should communicate with Lobster Customer Services or through their personal Customer Area.

If the Customer has not requested that the Plan be reactivated after the 12 month temporary Suspension has completed, Lobster may proceed to reactivate the Service.

4.4 Suspension due to non-payment

Payment arrears or non-payment of any amount owed by the Customer will cause Lobster to temporarily suspend the Service affected by the arrears or non-payment, after advising the Customer in advance. However, the Customer will still be able to receive domestic calls while in Spain, unless they are reverse charge, and will be able to make calls to 112 or any other emergency number.

Lobster will restore the Service on the next working day after the amount owed has been settled.

Payment arrears or non-payments of any amount owed to Lobster for a period of over three months or temporary suspension of the contract due to payment arrears on two occasions, shall, after prior notice to the Customer, grant Lobster the right to permanently suspend the Service and terminate the corresponding contract. Suspension shall only affect unpaid services.

5. CUSTOMER SERVICE

Lobster will make Customer Services available to the Customer free of charge, to assist, inform and resolve queries and complaints and, in general, any contractual issue that may occur with customers. This service will be accessible via the telephone number 711 (for calls within the Lobster network) or on +34 711000711, web page www.lobster.es, the Customer Area, and the Lobster mobile app. The Customer may also send a letter to the following address: Zinnia Telecomunicaciones SLU, Atencion al Cliente, Maria Tubau 3, planta 5, Modulo C, 28050, Madrid or email to help@lobster.es.

To submit a complaint regarding Service provision, the Customer should contact Lobster using one of the methods detailed above, within a period of one (1) month from the point where they became aware of the event that is prompting their complaint. Upon receipt of the complaint, Lobster will advise the Customer of the corresponding reference number and, if requested, a document proving that it has been received and the contents of the claim. Submission of a complaint does not justify not paying the corresponding bill, unless non-payment is legally established.

If the Customer has not received a satisfactory response from the operator within one month, they may address their complaint to the following channels, in accordance with the regulations of each organisation: The Spanish Consumer Arbitration Boards, directly or through a Consumers' Association or, in the case of individual persons, the Secretary of State for Digital Advancement, in writing or by telephone to: 901336699/911814045 or through the website: www.usuarioteleco.gob.es, without prejudice to their right to access legal channels.

6. RIGHT TO CANCEL

The Customer who has agreed the Service from Lobster shall have the right to cancel said contract for the period of fourteen (14) calendar days from the point of receiving the SIM card, without incurring any kind of penalty and completely free of charge.

To exercise the above right, the Customer can communicate their wishes unambiguously over the telephone, dialling 711 (for calls within the Lobster network) or +34 711000711 or by emailing help@lobster.es. If contacted via the online form, Lobster will send the Customer proof of cancellation without delay, using a durable medium. Once the request has been received, together with any information needed for processing it, Lobster will, within a maximum period of fourteen (14) calendar days, reimburse any amounts that have been previously paid by the Customer, and send documentary confirmation of the same. If the Customer has requested provision of the Service during this cooling-off period, the Customer will pay the proportionate amount for the service provided up to the date they communicated their wish to cancel. Provision of the service is understood to have started at the moment when the Service is activated and becomes available for use by the Customer.

7. RIGHT TO DISCONNECT

The Customer may request that Lobster disconnects services for international calls, roaming and premium rate services. The SMS Premium service and premium rate services will be deactivated by default when the contract first comes into force. To request connection or disconnection, as appropriate, the Customer should communicate with Customer Services or request it through their Customer Area.

SMS Premium and premium rate services will be disconnected within ten (10) days of the Customer's request. If, due to causes out of the Customer's control, disconnection does not occur within ten (10) days of their request, any costs arising from the service whose disconnection was requested will be chargeable to Lobster.

8. TEMPORARY INTERRUPTION OF SERVICE

Lobster will provide the Service in accordance with the quality requirements established by current regulations. As part of the guarantee to maintain the Service, Lobster makes the Customer Services department available to the Customers, for assistance with queries and incidents.

In the event of a temporary interruption to the mobile telephone service, the Customer will have the right to automatic compensation. The amount of the compensation will be equal to the higher of the two (2) following:

- The average of the amount billed for all interrupted services for the three (3) months prior to the interruption, pro-rated for the time that the interruption lasted. If there are less than three (3) months' records, the average amount billed over the previous months will be used, or an estimated monthly amount based proportionately on the usage up to that point.
- Five (5) times the monthly tariff or equivalent at the time of the interruption, pro-rated for the duration of the interruption.

No compensation will be due if the amount payable is calculated, using the above rule, to be less than €1.

Lobster agrees to compensate the Customer automatically if they suffer any temporary interruptions to the mobile data service, whether continuous or intermittent, for a period of over six (6) hours between the hours of 08:00 to 22:00. The compensation will consist of

reimbursing the value of the Plan and other fixed payments, pro-rated to the amount of time that the interruption lasted. Determining the tariff amount corresponding to internet access is done in accordance with the specific terms of the Plan signed by the Customer.

In the event of intermittent interruption to the Service caused by force majeure, Lobster will automatically compensate the Customer with a discount on the Plan proportionate to the time the interruption lasted.

Any compensation for interruptions to the Service will be automatically paid via adjustments (discount on Plan or additional amount on account credit during the month following the one in which the interruption occurred, with reference to the date and duration of the interruption and the amount corresponding to the Customer due to the issue), or via bank transfer, at the discretion of Lobster.

No compensation whatsoever will be paid for interruptions to the Service due to serious breaches of the Contract by the Customer, or damage to the network due to the Customer connecting handsets whose compliance has not been verified under current regulations.

9. QUALITY OF SERVICE

Lobster will provide the service according to the quality levels, parameters and methods established by current legislation and by the Contract, assuming that an approved mobile handset is being used, and there is coverage in the place where the Customer is based. For this concept, in order to provide the Service, Lobster uses a Mobile Network Operator network.

However, the Customer acknowledges that the coverage and quality of the Service can be affected by exceptional circumstances that prevent the agreed quality levels being reached. Under no circumstances shall Lobster be liable for interruptions to or the malfunctioning of the Service due to orographic and/or atmospheric conditions that impede or prohibit provision, or due to circumstances out of its control.

If outages, interruptions or errors occur on the Service due to causes not attributable to the Customer, Lobster will make its best efforts to correct said faults within the shortest time possible. In the event of an interruption to the Service, Lobster will compensate the Customer in accordance with clause 8 on Temporary Interruption to the Service.

Restrictions may exist on certain services that limit access thereto (including the capacity or speed of internet access), its usage or applications, in which case the Customer will be informed at the point of signing the Contract. The quality of the service, including speed of access to the internet may be affected by other processes being performed by the mobile network operator to measure and manage traffic in order to prevent network congestion or saturation.

In accordance with the stipulations of the European Union Regulation of 25 November 2015 laying down measures relating to accessing an open network, this document includes information relating to internet access speeds using mobile broadband.

Lobster makes available to the Customer the option of connecting to the Service through GPRS/EDGE/UMTS/HSPA/HSPA+/4G technologies, under the specific terms detailed below. 4G technology offers maximum connection speeds of up to 150 Mbps for downloads and 50 Mbps for uploads. In reality, the true speed depends on various factors such as the capacity and configuration of the device being used to connect and browse, the coverage available in the geographic area where the Customer is connecting and browsing, simultaneous access by other customers to the same network signal, network congestion, network maintenance operations, adverse atmospheric conditions or signal interference, among other things, which can affect browser speed.

In all cases, Customer will make its best efforts for the Customer to have the highest speed technically possible with their corresponding internet access Service type.

10. DATA PROTECTION

Lobster advises that its customers' data will be processed in accordance with the stipulations of the Lobster Privacy Policy, whose basic information is covered in the table below. The full content of the policy can be consulted in the following link: www.lobster.es/privacy

Basic Data Protection information	
Data Controller	ZINNIA TELECOMUNICACIONES S.L with registration number (C.I.F.) B87836607 and registered address at MADRID, CALLE MARÍA TUBAU 3, PLANTA 5, MÓDULO C (28050) Data Protection Officer contact details: dpo@lobster.es
Purpose and legal basis for processing	<ul style="list-style-type: none"> • Formalising the contract and provision of the service once the contract is executed. • Compliance with legal obligations. • The improvement of the service and control of fraud in Lobster's legitimate interest. • Sending marketing communications from Lobster with the express consent of the interested party.

Recipients of the data	<ul style="list-style-type: none"> • Group companies (within the EU) to provide Lobster customer service. • Electronic communications operators (network providers) for the provision of the contracted service. • Banks and/or credit institutions responsible for managing the collection of payments for contracted services. • Public entities, authorized agents and other electronic communications operators in compliance with legal obligations.
Rights	Access, rectify and delete the data, and the limitation or opposition to its processing, as well as other rights, as explained in the additional information
Source of the data	<p>Data provided by the customer when registering or through Lobster's customer service channels</p> <p>Personal data relating to the breach of monetary obligations provided by credit information systems and fraud control agencies</p>
Additional information	For additional and detailed information about Data Protection visit our website at www.lobster.es/privacy

11. CONFIDENTIALITY OF COMMUNICATIONS

Lobster will adopt all the appropriate technical and administrative measures necessary to secure against network exploitation or misuse of the service provision.

Lobster agrees to establish the means necessary for guaranteeing to the Customer the confidentiality of the messages they send and receive within the framework of the Service, without prejudice to any interceptions that may be made under current regulations or that Lobster is required to make in collaboration with authorities under legally established circumstances.

The Customer expressly authorises any conversations with Customer Services to be recorded so that there is a record thereof and in order to carry out quality control on the service.

Lobster is exempt from any liability that may arise from the Customer or third parties recording telephone calls for public or private usage, in general, from any acts or omissions

that, not being attributable to Lobster, imply a violation of the confidentiality of electronic communications.

12. AMENDMENTS TO THE CONTRACT

After prior communication to the Customer, with at least one month's notice, Lobster may unilaterally amend any aspect of the Contract for the purpose of adapting its content to new legislative or technological circumstances or to the mobile telephone market. If the Customer does not agree with the proposed amendment, the Customer may advise Lobster of their wish to terminate the Contract, without any penalty whatsoever.

13. TERMINATING THE CONTRACT

The contract shall be terminated due to the general causes for termination of contracts and, in particular, those established below:

- Due to withdrawal by the Customer at any time, giving at least 2 working days' notice to Lobster from the date when withdrawal should take effect.
- Due to a decision by Lobster, in the event of:
 - Use of the Service by the Customer in manner that violates this Contract.
 - Breach of this Contract; or
 - Permanent suspension of the Service under any of the scenarios regulated under Clause 4.

Termination of the Contract necessarily means permanent interruption of the Service and it shall not exempt the Customer from complying with each and every one of the requirements derived from using the agreed Contract until the point when termination becomes effective. This includes payment for the Service and any costs that Lobster may have incurred for providing or activating the Service and costs of any commitment periods, if relevant.

14. TRANSFER

This Contract is of a personal nature, therefore the Customer shall not transfer or grant it to others. Lobster may transfer the Contract and provision of the Service to any other entity duly registered as a mobile operator, complying with the remaining requirements of the current regulation and after prior explicit communication with the Customer, who may terminate the agreement in advance without any penalty whatsoever.

15. REGISTRATION OF PAY AS YOU GO CUSTOMERS

Lobster advises the Customer that, from the point they enter their SIM card, their name, surname, ID number, passport and nationality will be added to the Register of PAYG Customers that Lobster maintains in order to comply with Law 25/2007 of 18 October, on the retention of data relating to electronic communications and public communications networks. Likewise, we advise that Lobster will pass the data to Law Enforcement Authorities if required by them in order to undertake their duties.

16. RIGHT TO APPEAR IN GUIDES AND/OR TELEPHONE DIRECTORIES

The Customer has the right to appear in telephone guides and/or directory services of subscriber numbers, using the data they have supplied to Lobster, if they have explicitly expressed their wish to be included. They also have the right to request, free of charge, after written proof of identity, that they be excluded from such directories and that their data not be used for the purpose of direct sales, or that their address or other data be totally or partially omitted.

If the Customer requests to Lobster, after explicit written proof of identity, to include their data in directories, Lobster will communicate the data indicated by the Customer to the relevant authority so that they can make the data available to the entities who prepare the guides and/or provide information services. This can be requested by emailing personaldata@lobster.es.

17. APPLICABLE LEGISLATION AND JURISDICTION

The relationship between the Customer and Lobster is governed by this contract and by Spanish legislation.

18. NUMBER PORTING TERMS AND CONDITIONS

The Customer has the right to request to keep their telephone number, in accordance with the terms established in the request for portability that forms part of the Contract. The request for number porting depends on explicit authorisation by the owner of the telephone line for Lobster to undertake the necessary procedures to port the number.

The Customer has the right to cancel their request for number porting, without any cost, until 14:00 on the day before the switch is scheduled, by contacting Lobster Customer Services during working hours.

The Customer's request to Lobster to port the number will trigger the procedure to switch operators. Once the request for porting has been authorised, the following conditions apply:

- The Customer requests subscription with Lobster and communicates their simultaneous wish to unsubscribe from the operator currently providing the service, while keeping their mobile telephone number.
- The Customer accepts the possibility of an interruption to the service at some point within the period between 02:00 and 06:00 on the day when the switch occurs, so that the necessary updates can be made by the operators.
- The change of operators should take place within the period of one working day from the moment when the Customer authorises and submits their request for porting to Lobster. In the event that the Customer does not have a Lobster SIM card at the time of their request, the timeline will start once the Customer confirms receipt of the SIM. It should take place by the means established for porting and during the early morning hours of the following day, unless the Customer has requested a later date for porting, or their request has been denied by the current operator to comply with any of the causes under the current specifications on portability.
- Lobster will inform the Customer if their request has been denied, indicating the reasons for the refusal. For accepted requests, the Customer may request, free of charge, that Lobster provides the information regarding their request and the date when the switch in operators will be made. From that time, once the Customer inserts the SIM card provided by Lobster into the mobile handset, they may make and receive calls through the new operator, using the same telephone number.

In the event of a complaint, the subscriber should contact Lobster Customer Services within a period of one month from the time when they became aware of the issue. When the subscriber submits a complaint, Lobster will provide them with a corresponding reference number. If the Customer has not received a satisfactory response from the operator within one month, they may address their complaint to the following channels, in accordance with the regulations of each organisation:

- Secretary of State for Digital Advancement - contact telephone: 901336699/911814045 or the website: www.usuariosteleco.gob.es
- Consumer Arbitration Boards, either directly or through a Consumers' Association.